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05-29-2001

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Marvel Enterprises, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance: 5-23-01

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 14, 2001

2. Name and address of receiving party(ies)

Name: Citibank, N.A.

Internal Address: _____

Street Address: 399 Park Avenue, 6th Floor

City: New York State: NY Zip: 10043

☒ Individual(s) citizenship United States
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis, Hwy
Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 527

7. Total fee (37 CFR 3.41).....$ 13,190.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 13190E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher E. Kondracki — Name of Person Signing

Signature

May 23, 2001 — Date

Total number of pages including cover sheet, attachments, and document: 40

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Continuation of Item 4B

Marvel Enterprises, Inc. - Trademark Registrations

Mark	Classes	Reg. #	Reg. Dt
1, 2, 3 DISCOVER	28	1921040	9/19/95
1-2-3 GROW WITH ME	28	2150947	4/14/98
ACE	28	1986237	7/ 9/96
ALPHABET BABY	28	2185992	9/ 1/98
ARMOR FORCE	28	2378851	8/22/00
BABY ACTIVITY COMPUTER	28	1970466	4/23/96
BABY BLANKIE BEAR	24	1932365	10/31/95
BABY HEADSTAND SURPRISE	28	2111816	11/11/97
BABY LOVES TO TALK	28	1768152	4/27/93
BABY SO REAL	28	2030834	1/14/97
BASHIN' BRAWLERS	28	2267269	8/ 3/99
BATTLE ACTION 8	28	2264990	7/27/99
BATTLE BLASTERS	28	2262449	7/20/99
BENDY WENDY	28	2033101	1/21/97
BIG WING	28	2027485	12/31/96
BODY BASHERS	28	2430794	2/27/01
BRAWLIN' BIKERS	28	2376934	8/15/00
BUG BUSTERS	28	2230564	3/ 9/99

BULLET	28	1897051	5/30/95
CAT-A-PILLA	28	1455544	9/ 1/87
CHICKEN BALL	28	1891224	4/25/95
Design Only	28	1950530	1/23/96
FAMOUS COVER	28	2236679	4/ 6/99
FEEL BETTER BABY	28	1926577	10/10/95
FIGURE KITE	28	1454456	8/25/87
FLAME GLOW	28	2057980	4/29/97
FLASH POINT	28	1864338	11/22/94
FLIP 'N CRASH	28	2176979	7/28/98
FLIP 'N TRAP	28	2241591	4/27/99
FLYIN' BUGZZZ	28	2437607	3/20/01
FROGBALL	28	1899991	6/13/95
FUN FLYERS	28	2329883	3/14/00
GRIP 'N FLIP	28	2416399	12/26/00
HEAD BASHERS	28	2264989	7/27/99
HEAD RINGERS	28	2416396	12/26/00
HEAVY HITTERS	28	2230725	3/ 9/99
HEAVY HITTERS	28	2264991	7/27/99
HORNET	28	1453331	8/18/87
JUMPSIE	28	1968665	4/16/96
KITE CENTER	20	1210512	9/28/82

LIGHTNING	28	1874768	1/17/95
LOVING TEARS BABY	28	2027409	12/31/96
MAGIC MESSAGE PHONE	28	1977226	5/28/96
MANNY MANTA RAY	28	1454458	8/25/87
MY FIRST BABY	28	2264988	7/27/99
MY PAL 2	28	1701145	7/14/92
NAPMAT	28	1754565	2/23/93
OCTAR	28	1196332	5/25/82
PINBALL WARRIOR	28	1865332	11/29/94
POCKET COMICS	28	1893697	5/ 9/95
POTTY TIME BABY	28	1991622	8/ 6/96
POWER BASHERS	28	2413160	12/12/00
POWER SLAMMERS	28	2204069	11/17/98
PRETTY AND ME	28	1848269	8/ 2/94
PROJECTORS	28	1962116	3/12/96
RAINBOW	28	1859210	10/18/94
RECOIL	28	2200528	10/27/98
RIDE THE WIND and Design	28	1238570	5/17/83
ROAD WILD WRESTLERS	28	2416398	12/26/00
ROTTEN EGG	28	2258858	7/ 6/99
RUMBLE AND ROAR	28	2118123	12/ 2/97
SAVAGE LAND	28	2275197	9/ 7/99

SECRET WEAPON FORCE	28	2241590	4/27/99
SHARK	28	1517688	12/20/88
SHOOTING STAR	28	1210710	9/28/82
SID THE SQUID	28	1452331	8/11/87
SKY SLASHER	28	2035950	2/ 4/97
SLAM 'N CRUNCH	28	2376932	8/15/00
SMASH 'N SLAM	28	2321865	2/22/00
SNEAK ATTACK	28	2203003	11/10/98
SONIC BOOM	28	2274811	8/31/99
SPECTRA	28	1300715	10/16/84
SPECTRA	28	1198057	6/15/82
SPECTRA SPORT KITES	28	1854739	9/20/94
SPECTRA SPORTS	28	1822974	2/22/94
SPECTRA STAR	28	1931160	10/31/95
Spectra Star Design	28	1931159	10/31/95
SPECTRA STAR KITES and Design	28	1207392	9/ 7/82
SPECTRASPORTS S AND DESIGN	28	1822973	2/22/94
SPEED WINDER	28	2010917	10/22/96
SPIDER FORCE	28	2275196	9/ 7/99
SPORTLINE	28	1638499	3/19/91
SPORTSBALLS	28	2048083	3/25/97
STEEL SLAMMERS	28	2416879	1/ 2/01

STICK 'EM UP PALS	28	2187878	9/ 8/98
STRIKE FORCE	28	1779738	6/29/93
STROBE	28	2345228	4/25/00
SWEET-TALKING CARRIE	28	2273563	8/31/99
TEDDY TUMBLES SURPRISE	28	2062202	5/13/97
THUNDERBOLT	28	1879283	2/14/95
TOW & THROW POWER GLIDER	28	2333076	3/21/00
TOY BIZ (STYLIZED)	28	2296093	11/30/99
TOY BIZ (STYLIZED)	9	2364004	7/ 4/00
TUB TIME BABY	28	1934057	11/ 7/95
TUFF TALKIN' WRESTLERS	28	2416397	12/26/00
TWISTER	28	2374823	8/ 8/00
UFO FLYING SAUCER	28	2256661	6/29/99
VOICE BOT	28	1933514	11/ 7/95
WACKY WINDERS	28	1460185	10/ 6/87
WEB SPLASHERS	28	2428571	2/13/01
WILD & WACKY PAINTER	28	2031153	1/14/97
WILD WINGS	28	1454455	8/25/87
Wild Wings Design	28	1465639	11/17/87
WINGMASTERS	28	1454457	8/25/87
WISE-CRACKING SLY	28	2220350	1/26/99
YOS	28	1534484	4/11/89

Marvel Characters, Inc. - Trademark Registrations

Mark	Classes	Reg. #	Reg. Dt
"E" LOGO	16	1284249	7/ 3/84
A NEXT	16	2334726	3/28/00
ABOMINATIONS	16	2,093,282	9/ 2/97
ADAMANTIUM RAGE	28	2041045	2/25/97
ALPHA FLIGHT	16	1301601	10/23/84
ANGELS OF DESTRUCTION	16	2,102,330	9/30/97
ANNEX	16	1,934,223	11/ 7/95
ARCHANGEL	16	1863710	11/22/94
AVENGERS	28	2290761	11/ 9/99
BEAST	16	1858599	10/18/94
BISHOP	16	1736550	12/ 1/92
BISHOP	28	1840640	6/21/94
BLACK PANTHER	16	1163660	8/ 4/81
BLACK WIDOW	28	1181246	12/ 8/81
BLACKWULF	16	1,918,827	9/12/95
BLADE	16	1,949,390	1/16/96
BOMBADIER	16	2012158	10/29/96
CABLE	16	1736549	12/ 1/92

CAPTAIN AMERICA	16	854655	8/13/68
CAPTAIN AMERICA	16, 28	1349244	7/16/85
CAPTAIN AMERICA	25	1708331	8/18/92
CAPTAIN AMERICA	28	1,752,691	2/16/93
CAPTAIN AMERICA DESIGN	16	879980	11/ 4/69
CAPTAIN AMERICA DINER	42	2289257	10/26/99
CAPTAIN MARVEL	16	976419	1/ 8/74
CARNAGE	16	1,888,405	4/11/95
CENTURY	16	2071359	6/17/97
CHILDREN OF THE VOYAGER	16	1,896,932	5/30/95
CLOAK AND DAGGER	16	1301603	10/23/84
CODE BLUE	16	1,918,826	9/12/95
CODE OF HONOR	16	2,130,501	1/20/98
COSMIC POWER	28	2317120	2/ 8/00
COSMIC POWERS	16	1,910,748	8/ 8/95
CYCLOPS	16	1,900,602	6/20/95
DAILY BUGLE	16	2091440	8/26/97
DANCES WITH THE DEMONS	16	1,901,211	6/20/95
DAREDEVIL	16	891294	5/19/70
DAREDEVIL	25	2074063	6/24/97
DAREDEVIL DESIGN	16	885488	2/ 3/70
DARK CORNERS	16	2220594	1/26/99

DAYDREAMERS	16	2151484	4/14/98
DAZZLER	16	1220804	12/21/82
DEADPOOL	16	1828247	3/29/94
DEATHLOK	16	1812133	12/21/93
DIE-CUT	16	1,974,454	5/21/96
DOCTOR DOOM'S FEARFALL	41	2300332	12/14/99
DOCTOR STRANGE	16	1099497	8/15/78
DR. DOOM	28	1349670	7/16/85
DR. OCTOPUS	28	1348211	7/ 9/85
DRACULA	16	1023993	10/28/95
DRUID	16	2,006,988	10/ 8/96
EARTH X	16	2258049	6/29/99
ELEKTRA	16	1797765	10/12/93
EPIC	16	1284248	7/ 3/84
EPIC COMICS	16	1284263	7/ 3/84
EXCALIBUR	16	1708156	8/18/92
FANTASTIC FOUR	16	893303	6/23/70
FANTASTIC FOUR	25	2211338	12/15/98
FANTASTIC FOUR	28	2110985	11/ 4/97
FANTASTIC FOUR	30	2142967	3/10/98
FANTASTIC FOUR	41	1178554	11/17/81
FORCE WORKS	16	1,924,589	10/ 3/95

FOXFIRE	16	2070701	6/10/97
GAMBIT	16	1,885,991	3/28/95
GENE D.O.G.S.	16	1,918,810	9/12/95
GENERATION X	16	1,896,929	5/30/95
GENERATION X	28	2,105,616	10/14/97
GENETIX	16	2,002,047	9/24/96
GHOST RIDER	16	1044113	7/20/96
GHOST RIDER	28	2084204	7/29/97
GIANT MAN	16	2,032,477	1/21/97
GREEN GOBLIN	16	2,132,961	1/27/98
GUNRUNNER	16	2,012,959	11/ 5/96
HARDCASE	28	2084203	7/29/97
HAWKEYE	16	1855764	9/27/94
HEROES FOR HIRE	16	2,120,024	12/ 9/97
HOWARD THE DUCK	16	1099500	8/15/78
HULK	16	970791	10/16/73
HULK	16	1252880	10/ 4/83
HULK	18	1215835	11/ 9/82
HULK	21	1198787	6/22/82
HULK	24	1231157	3/15/83
HULK	25	1242914	6/21/83
HULK	28	1249928	8/30/83

TRADEMARK
REEL: 002307 FRAME: 0248

HULK	41	1179542	11/24/81
HULK	41	2330094	3/14/00
HULK	9	1210317	9/28/82
HULK DESIGN	16	891591	5/26/70
IMMORTALIS	16	1,896,933	5/30/95
INCREDIBLE HULK	30	2214766	12/29/98
INCREDIBLE HULK	35	1286338	7/17/84
INTERACTIVE COMICS & DESIGN	16	1963723	3/26/96
IRON FIST	16	1082515	1/17/78
IRON MAN	16	893304	6/23/70
IRON MAN	16, 28	1355280	8/20/85
IRON MAN	25	2207783	12/ 8/98
IRON MAN	9	2442890	4/10/01
IRON MAN DESIGN	16	893770	6/30/70
J2	16	2311027	1/25/00
JOURNEY INTO MYSTERY	16	2213085	12/22/98
KA-ZAR	16	2213086	12/22/98
KINGPIN'S ARCADE	41	2307694	1/11/00
LUNATIK	16	2088149	8/12/97
M TECH	16	2411372	12/ 5/00
MAGNETO	16	1,901,698	6/27/95
MAN-THING	16	2192422	9/29/98

MARVEL	16	870506	6/ 3/69
MARVEL	28	1,754,033	2/23/93
MARVEL	41	1741813	12/22/92
MARVEL	42	2070250	6/10/97
MARVEL	9	1,921,761	9/26/95
MARVEL ACTION HOUR	16	2053118	4/15/97
MARVEL ADVENTURES	16	2253189	6/15/99
MARVEL AGE	16	1301604	10/23/84
MARVEL BOY	16	913594	6/ 8/71
MARVEL CHILLERS	16	2052780	4/15/97
MARVEL COMICS LOGO	14	1,994,783	8/20/96
MARVEL COMICS LOGO	16	1,751,227	2/ 9/93
MARVEL COMICS LOGO	25	1,834,680	5/ 3/94
MARVEL COMICS LOGO	28	1,751,391	2/ 9/93
MARVEL COMICS LOGO	9	1,832,654	4/26/94
MARVEL CYBER COMICS	42	2,121,022	12/16/97
MARVEL FRONTIER COMICS	16	1,896,934	5/30/95
MARVEL KNIGHTS	16	2234331	3/23/99
MARVEL MANIA	42	2159156	5/19/98
MARVEL MIDNIGHT SONS & Design	16	1,893,089	5/ 9/95
MARVEL MOTION	16	2102274	9/30/97
MARVEL MUSIC	16	1,953,635	1/30/96

TRADEMARK
REEL: 002307 FRAME: 0250

MARVEL SELECTS	16	2393629	10/10/00
MARVEL SUPER HERO ISLAND	41	2276421	9/ 7/99
MARVEL SUPER-HEROES	16	1073580	9/20/77
MARVEL SUPER-HEROES	9, 41	1168988	9/15/81
MARVEL TEAM-UP	16	1106657	11/21/78
MARVEL UNIVERSE	16	1272677	4/ 3/84
MARVEL VISION	16	2,006,351	10/ 8/96
MARVEL ZONE	41	2288534	10/26/99
MASTER OF KUNG FU	16	1027903	12/23/75
MASTERWORKS	16	2319549	2/15/00
MAXIMUM CARNAGE	28	2116526	11/25/97
MEGAZINE	16	1,921,933	9/26/95
METALLIC HEROES	28	2296936	11/30/99
MILLIE THE MODEL COMICS (STYLI	16	427866	2/25/47
MOON KNIGHT	16	1247030	8/ 2/83
MUTANT GEAR	25	2055702	4/22/97
MUTANT X	16	2337595	4/ 4/00
NAMOR	16	1,752,508	2/16/93
NEW MUTANTS	28	2273023	8/24/99
NIGHT RAVEN	16	1,947,847	1/16/96
NIGHTWATCH	16	1,903,546	7/ 4/95
NITE HAWK	28	1181247	12/ 8/81

TRADEMARK
REEL: 002307 FRAME: 0251

NOVA	16	1099494	8/15/78
OVERPOWER	16	2014390	11/ 5/96
P (Stylized)	25	1994491	8/20/96
POWER MAN	16	1,064,435	4/26/77
POWER PACK	16	1403958	8/ 5/86
POWER SURGE	28	2134828	2/ 3/98
PRIME	28	2070294	6/10/97
PRIME ULTRAVERSE (Stylized)	25	1929747	10/24/95
PROFESSOR X	16	1,901,699	6/27/95
PROTOTYPE	28	2046201	3/18/97
PSYCHOSONIC COMIC	16	1,970,439	4/23/96
PSYCHOSONIC COMIC	9	1,946,293	1/ 9/96
PSYCHO-WARRIOR	16	1,983,211	7/ 2/96
QUASAR	16	1,902,630	7/ 4/95
QUICKSILVER	16	2288626	10/26/99
RAZORLINE	16	1874649	1/17/95
RIPFIRE	16	2020766	12/ 3/96
ROGUE	16	1,911,299	8/15/95
SABRETOOTH	16	1,836,773	5/17/94
SCARLET SPIDER	16	2,001,696	9/17/96
SCARLET WITCH	16	1,896,166	5/30/95
SECRET WARS	16	1380412	1/28/86

SEEKER 3000	16	2224434	2/16/99
SENTINELS	16	2,064,283	5/27/97
SHE-HULK	16	1,192,099	3/16/82
SILVER SABLE	16	1736548	12/ 1/92
SILVER SURFER	16	2353958	5/30/00
SILVER SURFER	25	2220849	1/26/99
SILVER SURFER	28	2353959	5/30/00
SIREN	16	2076005	7/ 1/97
SLINGERS	16	2273078	8/24/99
SOLO	16	1,922,896	9/26/95
SPIDER-GIRL	16	2276140	9/ 7/99
SPIDER-MAN	16	959,887	5/29/73
SPIDER-MAN	16	1,256,062	11/ 1/83
SPIDER-MAN	18	1,231,920	3/22/83
SPIDER-MAN	21	1,206,213	8/24/82
SPIDER-MAN	24	1,229,926	3/ 8/83
SPIDER-MAN	25	1,267,236	2/14/84
SPIDER-MAN	28	1,251,774	9/20/83
SPIDER-MAN	28	1,300,723	10/16/84
SPIDER-MAN	35	1339415	6/ 4/85
SPIDER-MAN	41	1,163,134	7/28/81
SPIDER-MAN	9	1,206,718	8/31/82

SPIDER-MAN DESIGN	16	882,903	12/23/69
SPIDER-WOMAN	16	1097415	7/25/78
SPIDER-WOMAN	41	1,162,259	7/21/81
SPIDER-WOMAN	9	1,210,324	9/28/82
SPIDEY	16	1073579	9/20/77
STARBLAST	16	1,885,990	3/28/95
STARJAMMERS	16	1,998,453	9/ 3/96
STAR-LORD	16	1139223	9/ 2/80
STARMASTERS	16	1,968,746	4/16/96
STORM	16	1858598	10/18/94
STRANGE TALES	16	1,935,588	11/14/95
SUB-MARINER	16	891,593	5/26/70
TALES TO ASTONISH	16	1,933,228	11/ 7/95
THE AMAZING ADVENTURES OF SP	41	2360226	6/20/00
THE AMAZING SPIDER-MAN	16	885910	2/10/70
THE AVENGERS	16	885486	2/ 3/70
THE CLANDESTINE	16	1,899,814	6/13/95
THE FALCON	16	1,135,117	5/13/80
THE HOUSE OF IDEAS	16	2273858	8/31/99
THE HUMAN TORCH	16	884168	1/13/70
THE INCREDIBLE HULK	16	890,917	5/12/70
THE INCREDIBLE HULK COASTER	41	2325512	3/ 7/00

THE INHUMANS	16	1,082,514	1/17/78
THE INVADERS	16	1,082,516	1/17/78
THE MARVEL ALTERNIVERSE STOR	35	2285853	10/12/99
THE MIGHTY THOR	16	890,918	5/12/70
THE NAM	16	1,836,774	5/17/94
THE NEW MUTANTS	16	1,301,605	10/23/84
THE NEW WARRIORS	16	1,750,121	2/ 2/93
THE PUNISHER	16	1546411	7/ 4/89
THE PUNISHER	28	1,767,539	4/27/93
THE SILVER SURFER	16	890,922	5/12/90
THE SUPERNATURALS	16	2254505	6/15/99
THE THING	16	1,280,728	6/ 5/84
THOR	16	958,186	5/ 1/73
THOR DESIGN	16	885487	2/ 3/70
THUNDERBOLTS	16	2192684	9/29/98
THUNDERSTRIKE	16	1823719	2/22/94
TOMB OF DRACULA	16	959886	5/29/73
TYPHOID	16	2034366	1/28/97
ULTRAFORCE	28	2,032,542	1/21/97
ULTRAVERSE	25	2059551	5/ 6/97
ULTRAVERSE (Stylized)	25	2070130	6/10/97
UNION JACK	16	2254498	6/15/99

VENGEANCE	16	1,889,265	4/11/95
VENOM	16	1844354	7/12/94
VENOM	28	2,117,538	12/ 2/97
WAR MACHINE	16	1797824	10/12/93
WARLOCK	16	1111736	1/23/79
WEAPON X	16	1,917,929	9/12/95
WEBSPINNERS	16	2319548	2/15/00
WEREWOLF BY NIGHT	16	2149574	4/ 7/98
WHAT IF...?	16	1868234	12/20/94
WHAT THE...?	16	1866960	12/13/94
WILD THING	16	1,998,911	9/10/96
WOLVERINE	16	1,395,639	6/ 3/86
WOLVERINE	28	1,751,390	2/ 9/93
X-51	16	2364541	7/ 4/00
X-CALIBRE	16	1,918,815	9/12/95
X-FACTOR	16	1435538	4/ 7/87
X-FORCE	16	1685314	5/ 5/92
X-FORCE	28	1,965,178	4/ 2/96
X-MEN	16	2080843	7/22/97
X-MEN	16	1,161,898	7/21/81
X-MEN	24	2047363	3/25/97
X-MEN	25	2052216	4/15/97

X-MEN	25	1723928	10/13/92
X-MEN	28	1,770,191	5/11/93
X-MEN	30	2047364	4/25/97
X-MEN	9	1833719	5/ 3/94
X-MEN (STYLIZED)	16	1323166	3/ 5/85
X-MEN MUTANT GEAR	25	2,093,353	9/ 2/97
X-NATION	16	2062148	5/13/97
XSE	16	2091441	8/26/97
X-UNIVERSE	16	1,980,802	6/18/96

Marvel Enterprises, Inc. - Trademark Applications

Mark	Classes	App. #	App. Dt
ACROBAT	28	75/938410	3/ 8/00
ACTIVITY KITE	28	75/723601	6/ 7/99
AFTERSHOCK	28	75/682806	4/15/99
AIR ART	21	78/058123	4/12/01
ALL-STAR KITE	28	75/723824	6/ 7/99
APEX	28	75/682807	4/15/99
AREA 51	28	75/393114	11/20/97
BABY LOVES TO TALK	28	75/682265	4/13/99
BATTLE ARM	28	75/856007	11/15/99
BRUISERS	28	75/701400	5/10/99
BUSY DAY BABY	28	78/021169	8/14/00
BUZZIN' PLANES	28	76/039507	5/ 2/00
CUBE IT UP	28	75/921019	2/17/00
E-MIX	09	78/028541	10/ 2/00
FANCIFUL FLYERS	28	76/019494	4/ 6/00
FEARSOME FLYERS	28	75/743378	7/ 6/99
FLIGHT ZONE	28	78/026852	9/20/00
FUSION	28	76/019495	4/ 6/00

GAME WEAR	28	75/921014	2/17/00
GRIP TECH	28	75/921017	2/17/00
GROSS-OUT	28	75/921015	2/17/00
HOMEMADE HEROES	28	75/921010	2/17/00
JUMPIN' CATFISH	28	78/034660	11/10/00
KITTY MAGIC	28	78/026855	9/20/00
MY NEWBORN BABY-SO-REAL	28	75/856528	11/22/99
PHANTOM JET	28	78/058127	4/12/01
POWER SLAM	28	75/921011	2/17/00
POWERBRITE	14	78/028543	10/ 2/00
PUPPY MAGIC	28	75/832910	10/27/99
QUEST MILLENIUM	28	76/019493	4/ 6/00
QUEST QUICK KIT	28	78/058083	4/12/01
S.L.A.M. FORCE	28	75/860721	11/30/99
SHAPE SHIFTERS	28	75/412419	12/31/97
SKY FINS	28	78/058129	4/12/01
SKY LINKS	28	75/819775	10/12/99
SKYCLIPPER	28	78/028542	10/ 2/00
SMASH 'N BASH	28	75/743377	7/ 6/99
STYROPLANE KITE	28	75/723823	6/ 7/99
THUNDER SLAM	28	75/921012	2/17/00
TURBO-WING	28	78/058126	4/12/01

V MAIL	28	75/921018	2/17/00
V MAIL	9	75/921024	2/17/00
WEB FLYERS	28	75/445129	3/ 5/98
WHIP LASHERS	28	75/921016	2/17/00
WIND ART	21	78/061542	5/ 2/01
WINDOW CRASHERS	28	75/921013	2/17/00

Marvel Characters, Inc. - Trademark Applications

Mark	Classes	App. #	App. Dt
ALIAS	16	78/058143	4/12/01
AVALON	9	78/030742	10/16/00
AVENGERS	18	75/703308	5/12/99
AVENGERS	41	75/703310	5/12/99
AVENGERS	9	75/703309	5/12/99
BLACK WIDOW	16	76/140621	10/ 3/00
BLACKBIRD JET	28	75/439580	2/24/98
BLADE	9	75/869701	12/13/99
BLINK	16	76/200364	1/26/01
CLOAK AND DAGGER	09	78/048572	2/15/01
CLOAK AND DAGGER	25	78/048582	2/15/01
CLOAK AND DAGGER	28	78/048585	2/15/01
CLOAK AND DAGGER	41	78/048586	2/15/01
DAMAGE CONTROL	16	75/777813	8/17/99
DAMAGE CONTROL	25	75/777812	8/17/99
DAMAGE CONTROL	28	75/777811	8/17/99
DAMAGE CONTROL	41	75/777810	8/17/99
DAMAGE CONTROL	9	75/777814	8/17/99

DARKDEVIL	16	76/140520	10/ 3/00
DEFENDERS	16	75/812267	9/30/99
DOC SAMSON	16	75/053751	2/ 5/96
DOOM	16	76/140524	10/ 3/00
DR. DOOM'S FEARFALL	28	75/257562	3/14/97
ELEKTRA	09	78/058133	4/12/01
ELEKTRA	25	78/058140	4/12/01
ELEKTRA	28	78/058136	4/12/01
ELEKTRA	3	78/061349	5/ 1/01
EXCELSIOR	16	75/566298	10/ 6/98
EXILES	16	78/058318	4/13/01
GENERATION X	25	74/537470	6/14/94
GENERATION X	41	75/542831	8/26/98
GENOME X	16	78/018817	7/28/00
GENOME X	28	78/018856	7/28/00
GENOME X	41	78/018857	7/28/00
HELLCAT	16	76/140521	10/ 3/00
HOLLYWOOD COMICS	16	76/039508	5/ 2/00
INFINITE HORIZONS	16	75/408700	12/19/97
INHUMANS	25	75/833015	10/27/99
INHUMANS	28	75/833007	10/27/99
INHUMANS	41	75/833008	10/27/99

INHUMANS	9	75/833016	10/27/99
IRON FIST	09	78/043562	1/17/01
IRON FIST	28	78/043573	1/17/01
IRON FIST	41	78/043575	1/17/01
IRON MAN	25	002039	11/16/89
IRON MAN	30	000250	11/16/89
LUKE CAGE	16	75/812268	9/30/99
MAGIK	16	76/089053	7/13/00
MARVEL	25	74/214398	10/17/91
MARVEL KIDS	16	75/227754	1/17/97
MARVELOCITY	41	75/189050	10/25/96
MARVEL'S FINEST	16	78/040822	12/28/00
MAX	16	78/034681	11/10/00
MORLOCKS	16	78/060070	4/24/01
MORT THE DEAD TEENAGER	16	78/040859	12/28/00
MORT THE DEAD TEENAGER	41	78/040861	12/28/00
MUTANT X	09	78/040825	12/28/00
MUTANT X	25	78/040844	12/28/00
MUTANT X	28	78/040847	12/28/00
MUTANT X	41	78/040848	12/28/00
NIGHTSIDE	16	78/061070	4/30/01
PARADISE X	16	78/035177	11/14/00

PUNISHER	09	78/043565	1/17/01
PUNISHER	41	78/043578	1/17/01
RECHARGE	16	78/060026	4/24/01
SENTRY	16	76/140622	10/ 3/00
SHANG-CHI	16	75/860722	11/30/99
SHANG-CHI	25	75/860724	11/30/99
SHANG-CHI	28	75/860836	11/30/99
SHANG-CHI	41	75/860837	11/30/99
SHANG-CHI	9	75/860723	11/30/99
SILVER SURFER	42	75/235791	2/ 3/97
SORCERER	16	75/580417	10/28/98
SPACEKNIGHTS	16	76/140522	10/ 3/00
SQUADRON SUPREME	16	75/833011	10/27/99
SQUADRON SUPREME	25	75/833012	10/27/99
SQUADRON SUPREME	28	75/833013	10/27/99
SQUADRON SUPREME	41	75/833014	10/27/99
SQUADRON SUPREME	9	75/833010	10/27/99
STORM	3	78/061369	5/ 1/01
STORM FORCE	41	75/856530	11/22/99
STORM FORCE ACCELATRON	41	75/936525	3/ 6/00
TAKE IT TO THE MAX	16	78/034682	11/10/00
THE AMAZING SPIDER-MAN	28	75/257564	3/14/97

THE BROTHERHOOD	16	78/058144	4/12/01
THE BUZZ	16	76/140523	10/ 3/00
THE LOST GENERATION	16	75/856529	11/22/99
THE MIGHTY THOR	09	78/043569	1/17/01
THE MIGHTY THOR	28	78/043582	1/17/01
THE MIGHTY THOR	41	78/043585	1/17/01
THE WITCHES	16	78/059046	4/18/01
TRUE BELIEVER	42	75/365036	9/27/97
ULTIMATE SPIDER-MAN	16	78/040870	12/28/00
ULTIMATE X-MEN	16	78/040866	12/28/00
UNIVERSE X	16	75/833009	10/27/99
WOLVERINE	3	78/061356	5/ 1/01
X-MEN	3	78/061366	5/ 1/01
X-MEN: EVOLUTION	09	78/040850	12/28/00
X-MEN: EVOLUTION	16	78/040857	12/28/00
X-MEN: EVOLUTION	25	78/040853	12/28/00
X-MEN: EVOLUTION	28	78/040856	12/28/00
X-MEN: EVOLUTION	41	76/186988	12/28/00
X-WOMEN	14	75/856002	11/15/99
X-WOMEN	18	75/856005	11/15/99
X-WOMEN	25	75/856004	11/15/99
X-WOMEN	3	75/856003	11/15/99

TRADEMARK SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement"), dated as of May 14, 2001, made by MARVEL ENTERPRISES, INC., a Delaware corporation (the "Borrower") and the GUARANTORS party hereto (the "Guarantors"), in favor of CITIBANK, N.A., as Collateral Agent (the "Collateral Agent") for the several lenders (the "Lenders") from time to time parties to the Credit Agreement (as defined below). The Borrower and the Guarantors are sometimes referred to herein individually as a "Grantor" and collectively as the "Grantors."

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement dated as of April 1, 1999, as amended on each of March 21, 2000, June 1, 2000 and August 9, 2000 (the "Credit Agreement"), among the Borrower, the Guarantors, the Lenders, the Agent, the Collateral Agent and the Issuer, the Lenders have severally agreed to make loans to, and the Issuer has agreed to issue and certain of the other Lenders have agreed to participate in letters of credit for the account of, the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, certain Events of Default have occurred and are continuing under the Credit Agreement and the Borrower has requested that the Agent, the Collateral Agent, the Issuer and the Lenders waive such Events of Default. The Agent, the Collateral Agent, the Issuer and the Lenders are willing to waive such Events of Default, but only on the terms and conditions set forth in the Waiver Agreement dated as of the date hereof among the Borrower, the Guarantors, the Agent, the Collateral Agent, the Issuer and the Lenders (the "Waiver Agreement"); and

WHEREAS, the execution and delivery of this Security Agreement is a condition precedent to the effectiveness of the Waiver Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Agent, the Collateral Agent and the Issuer to enter into the Waiver Agreement, the Borrower and the Guarantors hereby agree with the Collateral Agent, for the ratable benefit of the Lenders and the Issuer, as follows:

ARTICLE I

SECURITY INTERESTS

1.1 Grant of Security Interest. (a) As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) all Trademarks and Trademark Licenses, whether now existing or hereafter from time to time acquired; and (ii) all Proceeds and Products thereof (all of the above, collectively, the "Collateral").

(b) The security interest of the Collateral Agent under this Security Agreement extends to all Collateral of the kind which is the subject of this Security Agreement which any Grantor may acquire at any time during the continuation of this Security Agreement.

ARTICLE II

SPECIAL PROVISIONS CONCERNING TRADEMARKS

2.1 Rights of Collateral Agent and Lenders; Limitations on Collateral Agent's and Lenders' Obligations. (a) Each Grantor Remains Liable under Trademark Licenses. Anything herein to the contrary notwithstanding and so long as such Grantor is the owner of such Trademark License, each Grantor shall remain liable under each of the Trademark Licenses to which it is a party to observe and perform all the material conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Trademark License. Neither the Collateral Agent nor any Lender shall have any obligation or liability under any Trademark License by reason of or arising out of this Security Agreement or the receipt by the Collateral Agent or any Lender of any payment relating to such Trademark License pursuant hereto, nor shall the Collateral Agent or any Lender be obligated in any manner to perform any of the obligations of such Grantor under or pursuant to any Trademark License, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Trademark License, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Contracting Parties. At any time after an Event of Default has occurred and so long as such Event of Default shall be continuing, upon the request of the Collateral Agent each Grantor shall, and the Collateral Agent may (with concurrent notice to such Grantor thereof), notify parties to the Trademark Licenses to which it is a party that the Trademark Licenses have been assigned to the Collateral Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Collateral Agent. At any time after an Event of Default shall have occurred and be continuing, the Collateral Agent may in its own name or in the name of others communicate with parties to the Trademark Licenses to verify with them to its satisfaction the existence, amount and terms thereof.

2.2 Representations and Warranties. Each Grantor hereby represents and warrants that: (a) Schedule I hereto sets forth all United States registered Trademarks owned by such Grantor in its own name as of the date hereof; (b) to the best knowledge of the Grantors, except as set forth on Schedule I, each United States registered Trademark having material economic value (each, a "Material Trademark" and collectively, the "Material Trademarks") is valid, subsisting, unexpired and enforceable and has not been abandoned; (c) to such Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority with respect to any Material Trademark which would limit, cancel or question the validity of any Material Trademark; and (d) except as set forth on Schedule I, no action or proceeding is pending or, to the best knowledge of the Grantors, threatened (x) seeking to limit, cancel or question the validity of any Material Trademark or the applicable Grantor's ownership thereof,

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or (y) which, if adversely determined, would have a material adverse effect on the value of any Material Trademark.

2.3 Covenants. Each Grantor covenants and agrees with the Collateral Agent and the Lenders that, from and after the date of this Security Agreement until the Obligations are paid in full, the Commitments are terminated and either no Letters of Credit are outstanding or each outstanding Letter of Credit has been cash collateralized or supported by a third-party letter of credit as required pursuant to the Waiver Agreement: (a) each Grantor (either itself or through licensees) will, with respect to any Material Trademark, (i) continue to use each Trademark as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within 45 days after such use or adoption the Collateral Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and use commercially reasonable efforts to not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Each Grantor will notify the Collateral Agent and the Lenders promptly if it knows, or has reason to know, that any application or registration relating to any Material Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in the United States) regarding such Grantor's ownership of any Material Trademark or its right to register the same or to keep and maintain the same.

(c) Whenever any Grantor, either by itself or through any agent, employee, licensee or designee, shall file for the registration of any Material Trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to the Collateral Agent and the Lenders within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's and the Lenders' security interest in any Material Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints and constitutes the Collateral Agent its attorney-in-fact, in the event such Grantor fails to timely do so, to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed. The foregoing power of attorney is coupled with an interest and shall be irrevocable until the Obligations are paid in full, the Commitments are terminated and no Letters of Credit are outstanding.

(d) Each Grantor shall maintain each registration of Material Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

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(e) In the event that any Material Trademark included in the Collateral is infringed, misappropriated or diluted by a third party in a manner that materially adversely effects the economic value of such Material Trademark, the applicable Grantor shall promptly notify the Collateral Agent and the Lenders after it learns thereof and shall promptly take such actions as it reasonably deems appropriate under the circumstances to protect such Material Trademark, including, where appropriate, to sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, except where such action would be of negligible value, economic or otherwise.

2.4 Collateral Agent's Appointment as Attorney-in-Fact. Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation, of an Event of Default in the Collateral Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following:

(a) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Trademark License or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Trademark License or with respect to any other Collateral whenever payable;

(b) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, provided that if such taxes are being contested in good faith and by appropriate proceedings, the Collateral Agent and the Lenders will consult with such Grantor before making any such payment; and

(c) (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (iv) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (v) to settle, compromise or adjust any suit, action or proceeding described in clause (iv) above upon reasonable terms and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem reasonably appropriate; (vi) to assign any Trademark (along with the goodwill of the business to which any such Trademark pertains)throughout the world for such

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term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its reasonable discretion determine; and (vii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the Lenders' Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Grantor might do. Notwithstanding anything to the contrary contained herein, the Collateral Agent shall give such Grantor not less than ten days prior written notice of the time and place of any sale or other intended disposition of any of the Collateral.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

2.5 Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent on behalf of the Lenders may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code (whether or not in effect in the jurisdiction where such rights are exercised). Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice provided herein or as may be required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in each Grantor, which right or equity is hereby waived and released. The Collateral Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Collateral Agent may elect and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Collateral Agent account for the surplus, if any, to the Grantors. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent or any Lender arising out of the exercise by them of any rights hereunder, except to the extent arising from the gross negligence or willful misconduct of the Collateral Agent or such Lender. If any notice of a

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proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Grantors shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent or any Lender to collect such deficiency.

ARTICLE III

DEFINITIONS

Unless otherwise defined herein or in the preamble or recitals hereto, terms which are defined in the Credit Agreement and used herein are so used as so defined and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"Obligations" means the unpaid principal amount of, and interest on (including interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Grantors, whether or not a claim for such post-filing or post-petition interest is allowed), the Loans and all other obligations and liabilities of the Grantors to the Agent, the Collateral Agent, the Issuer or the Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, any Letter of Credit or LC Reimbursement Obligations, the other Loan Documents and any other document executed and delivered or given in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Agent, the Collateral Agent, the Issuer or to the Lenders that are required to be paid by the Grantors pursuant to the terms of the Credit Agreement) or otherwise.

"Proceeds" means "proceeds", as such term is defined in Section 9-306(1) of the Code and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to a Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority or any Person acting under color of Governmental Authority, (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other

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amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Products" are used herein as so defined in the Code.

"Trademark License" means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule I hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all renewals thereof.

ARTICLE IV

MISCELLANEOUS

4.1 Amendments, etc. with Respect to the Obligations. Each Grantor shall remain obligated hereunder, and the Collateral shall remain subject to the Lien granted hereby notwithstanding that, without any reservation of rights against such Grantor, and without notice to or further assent by such Grantor, any demand for payment of any of the Obligations made by the Agent, the Collateral Agent, the Issuer or any Lender may be rescinded by the Agent, the Collateral Agent, the Issuer or any Lender, and any of the Obligations continued, and the Obligations, or the liability of the Grantors or any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released by the Agent, the Collateral Agent, the Issuer or any Lender, and the Credit Agreement, the Notes, the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or part, as the Agent, the Collateral Agent, the Issuer or any Lender may deem advisable from time to time, and any guarantee, right of offset or other collateral security at any time held by the Agent, the Collateral Agent, the Issuer or any Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. None of the Agent, the Collateral Agent, the Issuer or any Lender shall have any obligation to protect, secure, perfect or insure this or any other Lien at any time held by it as security for the Obligations or any property subject thereto. Each Grantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Agent, the Collateral Agent, the Issuer or any Lender upon this Security Agreement; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Security Agreement; and all dealings between the Grantors and the Agent, the Collateral Agent, the Issuer or any Lender, shall likewise be conclusively presumed to have been had or consummated in reliance upon this

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Security Agreement. Each Grantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon such Grantor with respect to the Obligations.

4.2 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

4.3 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4.4 Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.5 No Waiver; Cumulative Remedies. Neither the Agent, the Collateral Agent, the Issuer nor any Lender shall by any act (except by a written instrument pursuant to Subsection 4.6 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent, the Collateral Agent, the Issuer or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent, the Collateral Agent, the Issuer or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent, the Collateral Agent, the Issuer or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

4.6 Integration; Waivers and Amendments; Successors and Assigns; Governing Law. This Security Agreement represents the entire agreement of the Grantors with respect to the subject matter hereof and there are no promises or representations by the Agent, the Collateral Agent, the Issuer or any Lender relative to the subject matter hereof not reflected herein or in the other Loan Documents. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each of the Grantors and the Collateral Agent, provided that any provision of this Security Agreement may be waived by the Collateral Agent in a written letter or agreement executed by the Collateral Agent or by telex or facsimile transmission from the Collateral Agent. This Security Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent, the Collateral Agent, the Issuer and the Lenders and their respective successors and assigns. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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4.7 Notices. All notices, requests and demands to or upon the Grantors or the Agent, the Collateral Agent, the Issuer or any Lender to be effective shall be in writing or by telecopy or telex and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of mail, three days after deposit in the postal system, first class postage prepaid, or, in the case of telecopy notice, when sent, or, in the case of telex notice, when sent, answerback received, addressed to a party at the address provided for such party in the Credit Agreement.

4.8 Counterparts. This Security Agreement may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.9 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Security Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Collateral Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Grantors shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

4.10 Releases. The Agent, the Collateral Agent, the Issuer and the Lenders agree to cooperate with each Grantor and its Subsidiaries with respect to any sale permitted by subsection 5.07 of the Credit Agreement and promptly take such action and execute and deliver such instruments and documents necessary to release the Liens and security interests created hereby relating to any of the assets or property affected by any sale permitted by subsection 5.07 of the Credit Agreement including, without limitation, any necessary Uniform Commercial Code amendment, termination or partial termination statement.

4.11 Termination. This Security Agreement (other than with respect to any cash collateral securing any outstanding Letter of Credit) shall terminate when all the Obligations have been paid in full, the Commitments are terminated and either no Letters of Credit are outstanding or each outstanding Letter of Credit has been cash collateralized or is supported by a third-party letter of credit as required pursuant to the Waiver Agreement. Upon such termination, the Collateral Agent shall reassign and redeliver (or cause to be reassigned and redelivered) to the applicable Grantor, or to such person or persons as the Grantors shall designate, or to whomever may be lawfully entitled to receive such surplus, against receipt, such of the Collateral (if any) (other than any cash collateral securing any outstanding Letter of Credit) as shall not have been sold or otherwise applied by the Collateral Agent pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments or reassignment and release. Any such reassignment and release shall be without recourse upon or warranty by the Collateral Agent (other than a warranty that the Collateral Agent has not assigned its rights and interests hereunder to any Person) and at the expense of the Grantors.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written

MARVEL ENTERPRISES, INC.,
as Borrower

By: _____
Name: Allen S. Lipson
Title: Executive Vice President, Business & Legal Affairs

MARVEL ENTERTAINMENT GROUP, INC.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MEI HOLDING COMPANY S CORP.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MEI HOLDING COMPANY F CORP.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

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MARVEL CHARACTERS, INC.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MARVEL RESTAURANT VENTURE CORP.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MRV, INC., as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

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MARVEL CHARACTERS, INC.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MARVEL RESTAURANT VENTURE CORP.,
as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

MRV, INC., as Guarantor

By: _____
Name: Allen S. Lipson
Title: Vice President

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing agreement was executed and acknowledged before me this 14th day of May by Allen S. Lipson, personally known to me to be Executive Vice President, Business & Legal Affairs of Marvel Enterprises, Inc., personally known to me to be Vice President of Marvel Entertainment Group, Inc.; MEI Holding Company S Corp.; MEI Holding Company F Corp.; Marvel Characters, Inc.; Marvel Restaurant Venture Corp.; and MRV, Inc., in each case on behalf of such corporation.

Notary Public

My commission expires:

KARE
NOTARY PUB
No 02
Qualified in
Commission E
County
2002

NY-1157287v6